



Project title: Professional Services Agreement with BHC Consultants for the Evergreen Pump Station Upgrade project.

City Council Agenda Item Cover Sheet

Council Bill # *interoffice use*

Agenda dates requested:
2/12/2020

Briefing
Proposed action
Consent X
Action
Ordinance
Public hearing
Yes x No

Budget amendment:
Yes x No

PowerPoint presentation:
Yes x No

Attachments:
PSA

Department(s) involved:
Public Works, Legal

Contact person:
John Nottingham

Phone number:
425.257.8844

Email:
jnottingham@everettwa.gov

Initialed by:

Department head

Administration

Council President

Consideration: Professional Services Agreement

Project: Evergreen Pump Station Upgrade

Partner/Supplier : BHC Consultants

Location: 6001 Evergreen

Preceding action: Plans & Systems Ordinance: 1/29/20, 2/5/20, 2/12/20

Fund: 336 – Utilities Construction Fund

Fiscal summary statement:

The funding source for this project will be Fund 401 Water and Sewer Utility Fund. The budget for the initial phase of this project is \$735,000.

Project summary statement:

Staff recommends that a professional services agreement with BHC Consultants be entered into for the engineering analysis and design of building and electrical upgrades to the existing potable water pump station.

The Evergreen Pump Station is a critical component of the City's water distribution system. The 1960's era pump station transfers water to Reservoir 6 in the City's 650 & 715 pressure zone, which service the residents and industries in Southern Everett including Boeing. The portion of the existing building that currently houses the pump station's electrical components, is undersized resulting in a workspace which does not meet current building, worker safety, electrical and seismic codes. In addition, the electrical equipment and systems within the pump station need to be replaced and upgraded.

This project will add a new electrical room onto the existing building that will house the updated electrical components necessary for operation of the station. The larger area and newer electrical equipment will also provide a safer working environment. In addition, the existing building will be evaluated for seismic potential improvements.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Professional Services Agreement with BHC Consultants for the Evergreen Pump Station Upgrade project in the amount not to exceed \$588,785.

CITY OF EVERETT
PROFESSIONAL SERVICES AGREEMENT



THIS AGREEMENT made and entered into on this day of , , by and between the **CITY OF EVERETT**, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the "City," and BHC Consultants, whose address is 1601 Fifth Avenue, Suite 500, Seattle WA 98101, hereinafter referred to as the "Service Provider."

WHEREAS, the City desires to engage the Service Provider to provide engineering analysis and design of upgrades to a potable water pump station for the City of Everett; and

WHEREAS, Service Provider represented, and by entering into this Agreement now represents, that it is fully qualified to perform the work to be performed hereunder in a competent and professional manner;

NOW, THEREFORE, the parties herein do mutually agree as follows:

1. **Engagement of Service Provider.** The City hereby agrees to engage the Service Provider, and the Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the attached "Exhibit A - Scope of Work". The Scope of Work so identified is hereafter referred to as "Work". Without a written directive of an authorized representative of the City, the Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If the Service Provider's proposal is attached as an exhibit, and if such proposal contains or incorporates any conditions or terms in addition to or different from the terms of this Agreement, then the Service Provider expressly agrees that such conditions or terms are neither incorporated nor included into this Agreement between the City and Service Provider. If, and to the extent, the Work includes the design of a public work or improvement, in whole or in part, Service Provider's design shall be reasonably accurate, adequate and suitable for its intended purpose.
2. **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. Unless otherwise expressly agreed in writing, all intellectual property rights in such documents or intangible property created pursuant to this Agreement, or for the City of Everett, belong to the City of Everett. Service Provider retains any intellectual property rights in documents and intangible property created by Service Provider prior to engagement, or not created by Service Provider for its performance of this Agreement.
3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of execution of this Agreement and shall be completed by December 31st, 2021.

4. **Compensation.**

A. The City shall pay the Service Provider only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.

B. The Service Provider shall be paid such amounts and in such manner as described in Exhibit B.

C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. "Eligible Expenses" means those types and amounts of expenses either listed in Exhibit C or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. If Exhibit C is either blank or not attached, expenses may not be reimbursed unless prior written approval was obtained from the City. An expense shall not be reimbursed if: (1) the expense is not identified in Exhibit C; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified in Exhibit C; or (3) the expense was not approved in writing by an authorized City representative prior to the Service Provider incurring the expense. If, and to the extent, overnight lodging in western Washington is authorized, Service Provider is strongly encouraged to lodge within the corporate limits of City. When authorized, Service Provider will be reimbursed 100% of lodging expense, if lodged within the corporate limits of the City, but Service Provider will be reimbursed 50% of lodging expense when lodged outside the corporate limits of the City. If authorized, the City may (at its sole option) obtain or arrange air travel for the Service Provider.

D. Total compensation, including all services and expenses, shall not exceed a maximum of Five hundred, Eighty-eight Thousand, Seven hundred and Eighty-five dollars and no cents Dollars (\$588,785.00).

E. If Service Provider fails or refuses to correct its work when so directed by the City, the City may withhold from any payment otherwise due an amount that the City in good faith believes is equal to the cost to the City of correcting, re-procuring, or remedying any damage caused by Service Provider's conduct.

5. **Method of Payment.**

A. To obtain payment, the Service Provider shall (a) file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment; (b) submit a report of Work accomplished and hours of all tasks completed; (c) to the extent reimbursement of Eligible Expenses is sought, submit itemization of such expenses and, if requested by the City, copies of receipts and invoices; and (d) comply with all applicable provisions of this Agreement. Service Provider shall be paid no more often than once every thirty days.

B. All requests for payment should be sent to:

City of Everett
Attn.: John Nottingham, P.E.
3200 Cedar St.
Everett, WA 98201

6. **Submission of Reports and Other Documents.** The Service Provider shall submit all reports and other documents as and when specified in Exhibit A. Said information shall be subject to review by the City, and if found to be unacceptable, Service Provider shall correct and deliver to the City any deficient Work at Service Provider's expense with all practical dispatch. Service Provider shall abide by the City's determinations concerning acceptability of Work.

7. **Termination of Contract.** City reserves the right to terminate this Agreement at any time by sending written notice of termination to Service Provider ("Notice"). The Notice shall specify a termination date ("Termination Date") at least fourteen (14) days after the date the Notice is issued. The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Service Provider (whether by fax, mail, delivery or other method reasonably calculated to be received by Service Provider in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Service Provider shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Service Provider's material breach, the Service Provider shall be paid or reimbursed for: (a) all hours worked and Eligible Expenses incurred up to the Notice Date, less all payments previously made; and (b) those hours worked and Eligible Expenses incurred after the Notice Date, but prior to the Termination Date, that were reasonably necessary to terminate the Work in an orderly manner. Notices under this Section 7 shall be sent by the United States Mail to Service Provider's address provided herein, postage prepaid, certified or registered mail, return receipt requested, or by delivery. In addition, Notices may also be sent by any other method reasonably believed to provide Service Provider actual notice in a timely manner, such as fax. The City does not by this Section 7 waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, City may deduct from the final payment due the Service Provider (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other backcharges or credits.

8. **Changes.** The City may, from time to time, unilaterally change the scope of the services of the Service Provider to be performed hereunder. Such changes, including any increase or decrease in the scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by an authorized City representative, (b) be explicitly identified as an amendment to this Agreement and (c) become a part of this Agreement.

9. **Subletting/Assignment of Contracts.** Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the City.

10. **Indemnification.** Except as otherwise provided in this Section 10, the Service Provider hereby agrees to defend and indemnify the City from any and all Claims arising out of, in

connection with, or incident to any negligent or intentional acts, errors, omissions, or conduct by Service Provider (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. The Service Provider is obligated to defend and indemnify the City pursuant to this Section 10 whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. The Service Provider's duty to defend and indemnify pursuant to this Section 10 is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of the Service Provider. The Service Provider's obligations under this Section 10 shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) the Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then the Service Provider's obligations under this Section 10 shall apply only to the extent allowed by RCW 4.24.115. Solely and expressly for the purpose of its duties to indemnify and defend the City, the Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. The Service Provider recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section 10: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify the City to the extent and on the same terms and conditions as the Service Provider pursuant to this Section 10.

11. **Insurance.**

A. Service Provider shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, the following policies of insurance with companies authorized to do business in the State of Washington, which are rated at least "A" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Service Provider shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless the Service Provider covers such employees.

2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate,

including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.

4. Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate. Such coverage may be written on a claims made basis. If both parties agree that the Work does not warrant Service Provider providing Professional Errors and Omissions Insurance, this Section 11.A.4 may be stricken and initialed by both parties.

B. The above liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of the Service Provider to furnish the required insurance during the term of this Agreement.

C. Upon written request by the City, the insurer or his/her agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.

D. Prior to the Service Provider performing any Work, Service Provider shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Service Provider shall provide the City with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees and agents as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Service Provider's obligations to fulfill the requirements.

E. If the policy listed in Section 11.A.4. above, Professional Errors and Omissions Insurance, is on a claims made policy form, the retroactive date on the policy shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy provided. The extended reporting or discovery period on a claims made policy form shall not be less than 36 months following expiration of the policy. (This Section 11.E shall not apply if Section 11.A.4. above is stricken.)

F. Service Provider certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title.

Service Provider shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Service Provider shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

G. In case of the breach of any provision of this Section 11, the City may, at its option and with no obligation to do so, provide and maintain at the expense of Service Provider, such types of insurance in the name of the Service Provider, and with such insurers, as the City may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to Service Provider under this Agreement or may demand Service Provider to promptly reimburse the City for such cost.

12. Independent Contractor.

A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section 12. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.

B. In addition to the other requirements of this Section 12, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:

(1) Service Provider is free from control or direction over the performance of the service; and

(2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and

(3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and

(4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and

(5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and

(6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.

C. Any and all employees of the Service Provider, while engaged in the performance of any Work, shall be considered employees of only the Service Provider and not employees of the City. The Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of said employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of the Service Provider's employees, while so engaged on any of the Work

D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of said act, and rules and regulations that are or may be promulgated in connection therewith.

E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Service Provider and as to all duties, activities and requirements by the Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

13. Employment. The Service Provider warrants that he had not employed or retained any company or person, other than a bona fide employee working solely for the Service Provider, to solicit or secure this Agreement and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. Audits and Inspections. At any time during normal business hours and as often as the City may deem necessary, the Service Provider shall make available to the City for the City's examination all of the Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, the Service Provider will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

15. City of Everett Business License. Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.

16. **State of Washington Requirements.** Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.

17. **Compliance with Federal, State and Local Laws.** Service Provider shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.

18. **Compliance with the Washington State Public Records Act.** Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City's public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section 18.

19. **Compliance with Grant Terms and Conditions.** Service Provider shall comply with any and all conditions, terms and requirements of any federal, state or other grant that wholly or partially funds Service Provider's work hereunder.

20. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee, applicant for employment, independent Service Provider, or proposed independent Service Provider, on the basis of race, color, religion, sex, age, disability, marital state, or national origin.

21. **Waiver.** Any waiver by the Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

22. **Complete Agreement.** This Agreement contains the complete and integrated understanding and Agreement between the parties and supersedes any understanding, Agreement or negotiation whether oral or written not set forth herein.

23. **Modification of Agreement.** This Agreement may be modified as provided in ¶8, or by a writing explicitly identified as a modification of this Agreement that is signed by authorized representatives of the City and the Service Provider.

24. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.

25. **Notices.**

A. Notices to the City of Everett shall be sent to the following address:

City of Everett

Attn.: John Nottingham, P.E.

3200 Cedar St.

Everett, WA 98201

B. Notices to the Service Provider shall be sent to the following address:

John Gillespie, P.E.

1601 Fifth Avenue, Suite 500

Seattle WA 98101

26. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.

27. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.

28. **Signature.** At the sole discretion of the City, the City may consent to the Service Provider's signature on this Agreement or amendment thereof being by email, fax, photocopy, pdf or other electronic means, in which case such Service Provider signature will be deemed an original signature for all purposes. The City will be deemed to have given such consent effective upon execution of this Agreement or amendment thereof by the Mayor of the City.

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement as of the date first above written.

**CITY OF EVERETT,
WASHINGTON**

Cassie Franklin, Mayor

Date

ATTEST:

Sharon Fuller, City Clerk

Date

**STANDARD
AGREEMENT
APPROVED AS TO
FORM
DAVID C. HALL
CITY ATTORNEY**

SERVICE PROVIDER: Please fill in the spaces and sign in the box appropriate for your business entity.

Corporation

[Service Provider's Complete Legal Name]

By: _____
Typed/Printed Name: _____
Its: _____
Date: _____

**Partnership
(general)**

[Service Provider's Complete Legal Name]
a Washington general partnership

By: _____
Typed/Printed Name: _____
General Partner
Date: _____

**Partnership
(limited)**

[Service Provider's Complete Legal Name]
a Washington limited partnership

By: _____
Typed/Printed Name: _____
General Partner
Date: _____

**Sole
Proprietorship**

Typed/Printed Name: _____

Sole Proprietor:
Date: _____

**Limited
Liability
Company**

BHC consultants LLC

[Service Provider's Complete Legal Name]
a Washington limited liability company

By: Ronald A. Dorn
Typed/Printed Name: Ronald A. Dorn
Managing Member President
Date: 11/19/2019

STATE RETIREMENT SYSTEMS FORM
ATTACHMENT TO PROFESSIONAL SERVICES AGREEMENT
ALL SERVICE PROVIDERS MUST COMPLETE AND SIGN THIS FORM

1. Does Service Provider have twenty-five (25) or more employees? ☒ Yes ☐ No
IF YES: SKIP QUESTION 2, SKIP QUESTION 3, AND SIGN BELOW.
IF NO: ANSWER QUESTIONS 2 AND 3.

2. If a Service Provider employee will perform Work under this Professional Services Agreement, did that employee retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No

3. Answer the appropriate question below for Service Provider's business organization:

Sole Proprietor. Did Service Provider retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No

Partnership. If a partner will perform Work under this Professional Services Agreement, did that partner retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS) or Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No

Limited Liability Company. If a member will perform Work under this Professional Services Agreement, did that member retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS) or Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No

Corporation. If a shareholder will perform Work under this Professional Services Agreement, did that shareholder retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No

IF THERE IS A "YES" ANSWER TO ANY PART OF QUESTIONS 2 OR 3, AN ADDITIONAL QUESTIONNAIRE (AVAILABLE FROM HR OR LEGAL) MUST BE FILLED OUT AND SUBMITTED WITH THE CONTRACT.

Service Provider Name: BHC Consultants, LLC

Signature: Ronald A. Dom Printed Name: Ronald A. Dom Title: president

EXHIBIT A
SCOPE OF WORK



City of Everett

**EVERGREEN WAY PUMP STATION MODIFICATIONS
PROJECT
WORK ORDER NO. _____**

Scope of Services

November 12, 2019

EXHIBIT A

SCOPE OF SERVICES

Background

The City of Everett, Washington (City) has selected BHC Consultants, LLC (BHC) to provide engineering services for the Evergreen Way Pump Station (EPS) Modifications Project.

The EPS has two pumps that are rated 350 horsepower (hp) and three that are rated 450 hp. The City has spare 450 hp motors. All existing pump motors are rated 2300 Volts (V). Pumps 1 and 2, each rated 350 hp, date from approximately 1998. Pumps 3 and 4, each rated 450 hp, date from approximately 1965. Pump 5 (450 hp) is currently being replaced with a new pump and motor.

The City desires pump station modifications because:

- The City's service agreement with Snohomish County PUD (SnoPUD) requires pump motors for Pumps Nos. 1 and 2 to be upgraded to soft starters or variable frequency drives (VFDs) by 2021;
- The arc flash safety needs to be improved at the facility; and
- The electrical controls and instrumentation are dated and at the end of service life and needs to be updated.

The EPS modifications will include:

- Replacement of all electrical switchgear, motor starters, instrumentation, and supervisory control and data acquisition (SCADA) gear in a new separate electrical and controls building. Building to be arc flash compliant.
- Maintaining service during the construction period

The modifications will be designed in accordance with the requirements of the Washington State Department of Health (DOH), City standards, International Building Code (IBC), National Electrical Code (NEC), Occupational Safety and Health Administration (OSHA) and the Washington Administrative Code (WAC). Also, the modifications will be coordinated and/or permitted from the City of Everett Building Department for building and electrical reviews and permits.

The Project design will include the following elements:

- All structures shall be designed to conform to the 2018 IBC including City Amendments.
- Medium-voltage electrical equipment will be in a separate electrical room with adequate working space and arc flash mitigation measures.
- Control equipment will be in the electrical room with views of the pumps.
- Instrumentation and Controls. New equipment shall be consistent with City standardized equipment.
- Provision for connecting a 480V portable standby power generator-set.
- Revised building and site lighting. All lights shall be LED.
- The required building addition will be designed as a standalone structure separated from the current building by a code required seismic joint.
- Upgrade to surge anticipator system, if needed.

Scope of Services

Task 100 – Project Management

Objectives

Monitor, control and adjust scope, schedule, and budget as well as provide monthly status reporting, accounting, and invoicing. Also, provide coordination with BHC staff and City personnel.

BHC Services

1. Coordinate and manage the project team.
2. Subcontract with and manage project subconsultants.
3. Prepare monthly status reports describing the following:
 - a. Services completed during the month
 - b. Services planned for the next month
 - c. Needs for additional information
 - d. Scope/schedule/budget issues
 - e. Schedule update and financial status summary
 - f. An estimated cash flow (billing) forecast
4. Prepare monthly invoices formatted in accordance with contract terms.
5. Project Manager will attend monthly project management meetings with the client and will review project scope, schedule, and budget issues.
6. Provide QA/QC review of deliverables prior to delivery in accordance with BHC QA/QC policies.
7. Host web-conference meetings, if needed.
8. Project management duties extend through the bidding and construction periods.

City of Everett Responsibilities

1. Attend project management meetings.
2. Processing and payment of invoices in accordance with the Professional Services Agreement.
3. Review and process contract change requests and amendments, if needed.

Assumptions and Meetings

1. The project duration will be approximately 25 months.
2. One project management meeting will be held via phone per month. One hour of project manager time will be required for each meeting including preparation, attendance, follow-up, and notes.
3. Invoices will be BHC standard invoice format. Each invoice will have a distinct number for tracking purposes.
4. Copies of subconsultant invoice statements will be provided with monthly invoices. Incidental miscellaneous expenses (printing, travel reimbursement, etc.) do not require submittal of backup statements.

Deliverables

1. Scope of Services, Schedule (Gantt chart in MS Project), and Budget (e-mailed Adobe PDF file).

2. Monthly reports and invoices (one copy with invoice, e-mailed Adobe PDF file).
3. Monthly project schedule and budget updates (included in monthly project report, emailed PDF file).
4. Written summary notes describing decisions, direction, action items, or issues associated with scope and budget (e-mailed Adobe PDF files).

Task 200 – Pre-Design Analysis

Objectives

This effort shall include the analysis of electrical, controls, and SCADA systems, location and layout of building addition for the new electrical and control rooms, and piping modifications. Predesign will also consider the City's current Hazard Mitigation FEMA Grant for a new 800 kW generator for the EPS site and the electrical needs for an auxiliary generator for the EPS. The analysis, results, and recommendations will be included in a Pre-Design Report. Information and decisions made during the pre-design task will be carried forward into the design task.

BHC Services

1. Determining a preliminary floor plan area needed for the pump station electrical room addition to provide adequate working clearances and arc flash hazard mitigation.
2. Conducting a review of the existing pump station building and site utilities to provide a recommendation on the location for the building addition.
3. Floor plan layouts, egress, lighting, and security.
4. Conduct topographic survey, locate underground utilities, and map area of proposed new building site.
5. Conduct a geotechnical investigation at the new building location. Investigation to include up to two (2) test pits and laboratory index testing of collected soil samples. Prepare a geotechnical engineering report with recommendations for design and construction of a new building based on results of our investigation.
6. Analysis of various switchgear arrangements to allow for generator connection, isolation of 2 or 3 pumps for maintenance, safety, and reliability. Includes power monitoring options.
7. Analysis of replacement or improvement options for the existing 2400V pad-mounted disconnect switch to allow for safe operation (arc flash hazard mitigation).
8. Analysis of building and equipment (VFDs) ventilation.
9. Analysis of security systems, door monitoring, camera, and smoke detection locations.
10. Analysis of control system improvements.
11. Analysis of instrumentation requirements and locations.
12. Analysis of earthquake shut down systems. Also, conduct seismic review of existing EPS building. New building to include seismic review.
13. Review of surge anticipation valving and controls.
14. Review building addition design concepts complimentary to the current building.
15. Review current building HVAC systems for improvements to existing ventilation.
16. Review modification impacts to the current building structure for changes necessary for the new building use and layout.
17. Review upgrading existing flow meter.
18. Review adding new flow meter on the Berry Line.
19. Review and upgrade air valve(s) as needed.
20. Develop draft and final Pre-Design Analysis Report.

21. Quality Assurance/Quality Control (QA/QC): Perform QA/QC review of work products generated during this task.

City of Everett Responsibilities

1. Provide written review comments of the draft Pre-Design Analysis Report.
2. Provide whatever geotechnical information the City has for the site.

Assumptions and Meetings

1. City and/or contractor to secure all necessary permits.
2. One (1) review meeting to be held with the City to review draft Pre-Design Analysis Report. Up to three (3) BHC project staff to attend.
3. For the geotechnical investigation at the site, up to two (2) test pits will be dug at the proposed new building location.
4. One (1) site visit for the HVAC engineer.
5. Utility locates, surveying, and geotechnical service to be provided by others but secured and contracted with BHC.

Deliverables

1. One (1) electronic copy (Adobe PDF format) of agenda and draft and final minutes for meeting.
2. Up to five (5) hard copies and one (1) electronic copy (Adobe PDF format) of each Draft and Final Pre-Design Analysis Report. The Pre-Design Report will contain the geotechnical report.

Task 300 – Design

Objectives

To provide bid-ready plans, specifications, and opinion of probable construction costs (OPCC) based on the information and decisions made during the Pre-Design Analysis task.

The City has applied for a FEMA grant to secure a new generator for the pump station. Currently, the grant award is unknown. However, provisions are included in the BHC fee to design an electrical connection point for the generator and provide site work design for the generator if the grant is awarded.

BHC Services

The design services for this task will be conducted under three (3) separate subtasks (60 percent, 90 percent, and final design). The work to be included under each subtask is as follows:

Subtask 301 - Sixty (60) Percent Design:

1. Prepare 60 percent design level plans and specifications.
2. Prepare 60 percent design level opinion of probable construction cost.
3. Prepare estimated project construction schedule.
4. Perform a QA/QC review of the 60 percent design submittals.
5. QA/QC reviews will be performed by the project manager and a senior or principal level engineer not directly involved in the design efforts.

6. Submit 60 Percent Design Submittal including plans, specifications, opinion of probable construction costs estimate, and schedule to City for review.
7. One (1) Site Visit assumed for preparation of 60 Percent Design Submittal.
8. One (1) Meeting with City to review 60 Percent Design Submittal review comments.

Subtask 302 - Ninety (90) Percent Design:

1. Prepare 90 percent design level plans and specifications.
2. Prepare 90 percent design level opinion of probable construction cost.
3. Prepare estimated project construction schedule.
4. Perform a QA/QC review of the 90 percent design submittals.
5. QA/QC reviews will be performed by the project manager and a senior or principal level engineer not directly involved in the design efforts. The geotechnical engineer will review for consistency with geotechnical recommendations.
6. Submit 90 Percent Design Submittal including plans, specifications, opinion of probable construction costs estimate, and schedule to City for review.
7. One (1) Site Visit assumed for preparation of 90 Percent Design Submittal.
8. One (1) Meeting with City to review 90 Percent Design Submittal review comments.

Subtask 303 - Final Construction Bid Documents:

1. Address 90 Percent Design Submittal City review comments.
2. Prepare and submit a Record of Comment to clearly address the resolution to each City review comment.
3. Prepare construction bid level plans and specifications.
4. Prepare and submit plans and calculations in order to obtain a building permit.
5. Prepare final opinion of probable construction cost.
6. Prepare updated project schedule for the design and construction.
7. Submit electronic copy of the Final Construction Bid Documents prior to engineer's signature to the City for final review, comment and/or acceptance.
8. Perform a QA/QC review of the final design submittals.
9. QA/QC reviews will be performed by the project manager and a senior or principal level engineer not directly involved in the design efforts.

City of Everett Responsibilities

1. Provide written comments on the 60 percent, 90 percent, and final deliverables.
2. Provide timely input on all deliverables and information requests from the Consultant. Client reviews shall be completed within two (2) weeks.
3. City to provide Division 00 specification sections.

Assumptions and Meetings

1. Project specifications will utilize the Construction Specifications Institute (CSI) format.
2. Up to three (3) BHC staff members to meet with City to review 60, and 90 percent submittals.
3. Up to three (3) site visits by BHC staff and one (1) site visit for the HVAC engineer during the design process.
4. Permitting not included. BHC to provide documents to the City for permits.
5. Surge analysis not included.

Deliverables

1. Up to five (5) hard copies and one (1) electronic copy (Adobe PDF format) of 60, and 90 Percent plans, specifications, and OPCC. Plans to be submitted as half-size prints.
2. One (1) electronic copy (Adobe PDF format) of 60 and 90 Percent Design Submittal Record of Comment.
3. Up to five (5) hard copies and one (1) electronic copy (Adobe PDF format) of Final Construction Bid Documents, stamped and signed.
4. One (1) electronic copy (Adobe PDF format) of meeting minutes, as necessary.

Task 400 – Bid Assistance**Objectives**

This effort shall assist the City during the bidding process.

BHC Services

1. Up to three (3) BHC staff personnel to attend pre-bid meeting.
2. Provide technical review and responses to contractor's request for information (RFIs).
3. Submit bid documents to Builder's Exchange.
4. Assist the City in preparing addendums.
5. Assist the City with verifying bids.

City of Everett Responsibilities

1. Advertise the project in the DJC and local newspaper(s).

Assumptions and Meetings

1. BHC to attend pre-bid meeting.
2. BHC to attend bid opening.
3. BHC to respond up to eight (8) RFIs.
4. BHC to help prepare up to two (2) addendums.

Deliverables

1. RFIs.
2. Addendum(s) as needed.

Task 500 – Engineering Services During Construction**Objective**

Support the City during construction.

BHC Services

1. Up to three (3) BHC staff personnel to attend pre-construction meeting.
2. Address RFIs. Respond in writing to up to 30 RFIs.
3. Review technical submittals: Review and respond to up to 30 submittals.

4. As the day-to-day construction manager, the City will have the primary role of preparing and reviewing change orders. BHC will provide technical assistance to the City for the preparation of change orders and will review change order requests prepared by the Contractor.
5. Up to four (4) site visits of approximately five (5) hours each by the geotechnical engineer to observe footing and floor slab subgrade conditions, installation of footing drains (if required), and test in-place density of soil backfill.
6. Develop startup and testing checklist.
7. On-site consultation for start-up and testing to verify and document that the systems are functioning as intended, check input/output signals, check normal, automatic, and manual operation of all equipment and alarm systems. On-site consultation includes four (4) hours for civil/mechanical engineer, eight (8) hours for HVAC engineer for one (1) site visit and one (1) visit during start-up and testing, 16 hours for electrical/controls engineer, and four (4) hours for a senior engineer, including travel time.
8. Punch List: Civil/mechanical and electrical engineer to attend 4-hour site visit, including travel time for punch list preparation. Draft punch list will be delivered to City for final review and submission to the Contractor.
9. Prepare Record Drawings based on Contractors field mark ups.
10. Prepare Operations and Maintenance manual summarizing all major components and operation modes.

City of Everett Responsibilities

1. Provide construction management and daily site inspections.
2. It is assumed that City's programmer and Contractor's controls system integrator will be on-site for start-up and testing.
3. The City will be responsible for administering the contract and ensuring the contractor is providing the correct and timely documentation required by the contract documents.

Assumptions and Meetings

1. Total construction period, including startup and testing, assumed to be ten (10) months.
2. Three (3) BHC staff personnel (electrical and structural engineer and project manager) attend the pre-construction meeting.
3. Startup and testing will occur in 1-day increments to minimize travel time.
4. Inspection services not specifically defined in the Scope of Services are excluded.
5. Daily observation services are excluded.
6. Materials testing is excluded.
7. Observation, site visits and construction meetings, including travel time, are estimated by team members broken out per the following:
 - a. Periodic Observation/Construction Meetings: A total of up to twelve (12) site visits for observation and construction meetings. Meetings to be pooled between the Project Manager, Project Electrical Engineer, and Project Structural Engineer, assuming four (4) hours per visit, including travel time, as requested by the City and as required by the Building Department.
8. Contractor to provide marked drawings for record drawings and all equipment manuals for operation and maintenance manual.

Deliverables

1. Responses to RFIs and submittals.

2. Documents pertaining to Change Orders.
3. Digital files with field reports, photos, and other pertinent field documentation.
4. Start-up and testing checklist.
5. Draft punch list.
6. One (1) hard copy and one (1) electronic copy (Adobe PDF format) of Record Drawings.
7. One (1) hard copy and one (1) electronic copy (Adobe PDF format) of operations and maintenance manual.

Task 600 – Additional Services as Requested by the Owner

Objective

This task has been included to cover additional work identified by the City not included in the Scope of Services.

Fee

The Level of Effort, or consultant fee, estimated for all six (6) tasks, including subconsultants and other direct costs (ODCs) is \$588,785.00. A detailed breakdown of the Level of Effort is attached and labeled Exhibit B.

Schedule

The schedule lengths for Tasks 100 through 500 are as follows:

- | | |
|---|-----------|
| • Task 100: Project Management (total of Tasks 200 – 500) | 25 months |
| • Task 200: Pre-Design Analysis | 3 months |
| • Task 300: Design | |
| ○ Subtask 301: Sixty (60) Percent Design | 3 months |
| ○ Subtask 302: Ninety (90) Percent Design | 3 months |
| ○ Subtask 303: Final Design | 2 months |
| • Task 400: Bid Assistance | 2 months |
| • Task 500: Engineering Services During Construction | 12 months |

A schedule diagram is attached and labeled Exhibit C.

CITY OF EVERETT - EVERGREEN WAY PUMP STATION MODIFICATIONS PROJECT
PROJECT HOURS, EXPENSES AND FEE ESTIMATE

Date: 12-Nov-19

EXHIBIT B

Labor Category	Direct Salary Hourly Rates, (\$\$.CC)	HOURS FOR EACH TASK (Whole Hours Only)								Total Hours	Cost
		Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8		
		Project Management	Pre-Design Analysis	Design	Bid Assistance	Engineering Services During Construction	Additional Services as Requested by the Owner				
1. Principal in Charge / Contract Manager (J. Gross)	\$ 79.00	8	16	40	8	16	0			8	\$ 632
2. Project Manager (J. Gillespie)	\$ 74.50	196	4	20		40	0			276	\$ 20,562
3. QA (C. Kelsey)	\$ 74.50		32	180	7					24	\$ 1,788
4. Civil Engineer (staff engineer)	\$ 63.50		96	300	24	150				259	\$ 16,447
5. Electrical Engineer (J. Gibson)	\$ 77.00		60	280	24	96				570	\$ 43,890
6. Structural Engineer Incl. Architecture (K. Dahi)	\$ 76.00									460	\$ 34,960
7. Cost Estimator	\$ 40.00	40	0	0	0	0	0			-	\$ -
8. Project Administrator (U. Pearson)	\$ 40.00		2	24		8	0			40	\$ 1,600
9. CAD Manager (P. Simon)	\$ 54.00		8	882	0	114	0			34	\$ 1,856
10. CAD Tech	\$ 41.50		8	20	8	24				1,004	\$ 41,666
11. Clerical (S. Siferman)	\$ 35.00	60								120	\$ 4,200
12. Miscellaneous										-	\$ -
Total Task Hours		304	226	1,746	71	448				2,795	\$ 187,381
Subtotal Direct Salary Cost (DSC), \$		18,934	16,194	98,879	4,993	28,591	19,800	0	0		\$ 285,325
Overhead on DSC (Indirect cost) @. %	152.27%	28,831	24,659	150,663	7,603	43,520	30,149	0	0		\$ 472,706
Total Labor Cost, \$		47,765	40,853	249,542	12,596	72,101	49,949	0	0		\$ 858,031
Expenses, \$											
1. Reimbursable Expenses		50	100	100	50	500					\$ 800
2. Communication Charge (3% of labor)											\$ -
3. Expense		0	0	0	0	0	0	0	0		\$ -
4. Per Labor Hr. Tech. Charge		50	100	100	50	500					\$ 800
Total Expenses, \$		47,815	40,953	249,542	12,646	72,601	49,949	0	0		\$ 858,831
TOTAL LABOR AND EXPENSES											
		Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8		
Subconsultant Expenses, \$			0	0	0	0					
1. Subconsultant (ADS Utility Locates)			600								\$ 600
2. Subconsultant (Surveyor)			6,000								\$ 6,000
3. Subconsultant (Geotechnical Engineering)			9,500								\$ 9,500
4. Subconsultant (Mechanical - HVAC)			6,000								\$ 6,000
TOTAL SUBCONSULTANTS			22,100								\$ 22,100
Subconsultant Admin Mark-up, %	5.00%	0	1,105	735	0	625	0	0	0		\$ 2,465
Subtotal Cost by Task		47,815	64,158	264,977	12,646	85,726	49,949	0	0		\$ 525,271
Fee/Profit (as % of Total DSC & Overhead)	12.00%	5,732	4,902	29,933	1,512	8,652	0	0	0		\$ 50,731
Next Year's Labor Escalation*	3.00%	1,444	1,235	7,543	381	2,180					\$ 12,783
TOTAL ESTIMATED COST AND FEE, \$		54,991	70,295	302,453	14,539	96,558	49,949	0	0		\$ 588,785

* Next year's labor escalation was calculated assuming

90.00% of the work would be completed next year.

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Overall Project Multiplier	2.83
Fee/Profit as a % of DSC Only	30.27%

EXHIBIT C
REIMBURSABLE EXPENSES

Type of Expense	Maximum Per Item	Cumulative Maximum
Parking		
Meals		
<i>Mileage</i>		